

Gavril T. Gabriel, Esq. [SBN: 296433]  
Athina Kotsia, Esq. [SBN: 330608]  
Nikolaos Kefallonitis, Esq. [SBN: 343734]  
**THE LAW OFFICES OF GAVRIL T. GABRIEL**  
8255 Firestone Blvd., Suite 209  
Downey, California 90241

Phone: (562) 758-8210  
Fax: (562) 758-8219  
Email: GGabriel@GTGLaw.org  
AKotsia@GTGLaw.org  
NKefallonitis@GTGLaw.org

Attorneys for PLAINTIFF,  
EFREN GUTIERREZ

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

EFREN GUTIERREZ, an individual,

Plaintiff,

v.

GRAPHIC PACKAGING  
INTERNATIONAL LLC, a Delaware  
Limited Liability Company; CARAUSTAR  
CUSTOM PACKAGING GROUP, INC., a  
Delaware corporation; GREIF, INC., a  
Delaware corporation and DOES 1 through  
10, inclusive,

Defendants.

Case No. 2:22-cv-06945-MFW (MAAx)

**AMENDMENT TO FIRST AMENDED  
COMPLAINT NAMING DOE 1 AS GREIF  
PACKAGING LLC.**

Complaint Filed: August 24, 2022  
FAC Filed: October 20, 2022  
Trial Date: April 16, 2024

Upon filing of the complaint, Plaintiff being ignorant of the true names of the following defendants and having designated the defendants in the First Amended Complaint by fictitious names, hereby identifies them by their true name as follows: DOE 1: GREIF PACKAGING LLC.

DATED: March 11, 2024

THE LAW OFFICES OF GAVRIL T. GABRIEL

By: \_\_\_\_\_/s/ Gavril T. Gabriel\_\_\_\_\_

Gavril T. Gabriel, Esq.  
Athina Kotsia, Esq.  
Nikolaos Kefallonitis, Esq.  
Attorneys for PLAINTIFF, EFREN GUTIERREZ

THE LAW OFFICES OF GAVRIL T. GABRIEL  
8255 FIRESTONE BLVD, SUITE 209  
DOWNEY, CA 90241

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT “A”

"EXHIBIT A" ATTACHED TO COMPLAINT

**Civil Rights Department**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@dfmh.ca.gov

February 23, 2023

Gavril T. Gabriel  
8255 Firestone Blvd., Suite 209  
Downey, CA 90241

RE: **Notice to Complainant's Attorney**  
CRD Matter Number: 202208-17781202  
Right to Sue: Gutierrez / Graphic Packaging International, LLC et al.

Dear Gavril T. Gabriel:

Attached is a copy of your **amended** complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the CRD. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION  
BEFORE THE STATE OF CALIFORNIA  
Civil Rights Department  
Under the California Fair Employment and Housing Act  
(Gov. Code, § 12900 et seq.)**

**In the Matter of the Complaint of**

Efren Gutierrez

CRD No. 202208-17781202

Complainant,

vs.

Graphic Packaging International, LLC  
1500 Riveredge Parkway, Suite 100  
Atlanta, GA 30328

Greif, Inc.  
425 Winter Rd.  
Delaware, OH 43105

Caraustar Custom Packaging Group, Inc.  
5000 Austell-Powder Springs Road  
Austell, GA 30106

GPI CONVERTING, LLC  
1500 RIDEREDGE PKWY SUITE 100  
ATLANTA, GA 30328

Respondents

1. Respondent **Graphic Packaging International, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Greif, Inc.** business as Co-Respondent(s).  
Complainant is naming **Caraustar Custom Packaging Group, Inc.** business as Co-Respondent(s).  
Complainant is naming **GPI CONVERTING, LLC** business as Co-Respondent(s).

3. Complainant **Efren Gutierrez**, resides in the City of , State of .

4. Complainant alleges that on or about **October 2, 2020**, respondent took the following adverse actions:

-1-

*Complaint – CRD No. 202208-17781202*

Date Filed: August 15, 2022  
Date Amended: February 23, 2023

1 **Complainant was harassed** because of complainant's age (40 and over), other.

2  
3 **Complainant was discriminated against** because of complainant's disability (physical or  
4 mental), age (40 and over), other and as a result of the discrimination was terminated, laid  
5 off, forced to quit, denied any employment benefit or privilege, denied reasonable  
6 accommodation for a disability, other, denied work opportunities or assignments.

7 **Complainant experienced retaliation** because complainant reported or resisted any form  
8 of discrimination or harassment, requested or used a disability-related accommodation and  
9 as a result was terminated, laid off, forced to quit, denied any employment benefit or  
10 privilege, denied reasonable accommodation for a disability, other, denied work  
11 opportunities or assignments.

12 **Additional Complaint Details:** Plaintiff's hiring: On or around February 4, 1987, LA  
13 Paperbox hired Plaintiff Mr. Efren Gutierrez (hereafter "Mr. Gutierrez" or "Plaintiff") as a  
14 packer. In 1993 or 1994, Mr. Gutierrez was promoted to pressman. Plaintiff's daily job duties  
15 consisted of putting rolls of paper on the machine, operating the machinery, giving breaks to  
16 his helpers, and adjusting and readjusting the machine, among other things. Plaintiff's most  
17 recent rate of compensation was \$24.00 hourly.

18 Plaintiff sustained a work-related injury during his employment and thereafter possessed a  
19 disability as defined by Government Code section 12926(m) in the form of shoulder  
20 impingement syndrome; Plaintiff was approximately 52 years of age at the time of his  
21 termination; Plaintiff requested reasonable accommodation during his employment; Plaintiff  
22 requested that Defendant initiate a worker's compensation claim on his behalf; and Plaintiff  
23 complained to Defendant regarding disparate treatment.

24 In November of 2004, Plaintiff left the company and returned on or around July 1st, 2007, at  
25 which time he continued working as a pressman. In 2013, Plaintiff left again and returned in  
26 August of 2015. After multiple acquisitions, the company then-owned by Greif, Inc. was sold  
27 to Graphic Packaging International, LLC in April of 2020.

28 Throughout his employment, Plaintiff's job performance was outstanding, and Plaintiff's skills  
were unmatched.

In late 2018, Mr. Gutierrez was asked to step down and work as a pre-make ready  
specialist. The company insisted that Plaintiff accept the position even though it would be a  
substantial demotion for him. In that capacity, Plaintiff's daily job duties would include  
making pin drums, working on dyes, elaborating paper, and assisting the pressmen.  
Ultimately, Plaintiff felt compelled to accept the demotion.

After three or four months in his new role, in the first week of April of 2019, Defendant  
decided to have Mr. Gutierrez work again as a pressman. At that point in time, Plaintiff was  
experiencing severe pain in his right shoulder. Plaintiff explained to managers Rigo, Carlos

1 and Brian, as well as to HR, that he could not lift his right shoulder and that he would not be  
2 able to perform all the job duties of a pressman without help. Plaintiff stated that he would  
3 either remain in the same position of pre-make ready specialist or acquire an assistant for  
the heavy lifting portion of the pressman position. Plaintiff thus requested accommodation  
for his shoulder.

4 Upon hearing that Plaintiff was not 100% able to complete the job duties of a pressman  
5 without accommodation, Defendant's managers and the HR representative told Plaintiff that  
6 there was nothing they could do for him. They told Plaintiff "go home then" until he could  
come back to work without work restrictions.

7 Thereafter, Plaintiff went to the doctor who advised Plaintiff that the injury was work-related.  
8 Plaintiff was diagnosed with shoulder impingement syndrome in his right shoulder. Plaintiff  
9 returned to work and explained his health condition and the doctor's diagnosis to his  
employer. Plaintiff asked Defendant to file a Worker's Compensation claim on his behalf.  
Defendant refused.

10 Plaintiff was then sent to Defendant's clinic in or around early May of 2019. Plaintiff received  
11 work restrictions that did not allow him to lift more than 10-15 lbs. Defendant still refused to  
12 accommodate Plaintiff, even though there were multiple positions open, including a forklift  
position, where Plaintiff could temporarily be placed.

13 Over the next few months, Mr. Gutierrez repeatedly asked Defendant to place him in any  
14 position it determined he would be useful. Considering Plaintiff's decades of experience, he  
15 was able to perform almost all duties at the job site and serve the company in multiple ways.  
Still, Defendant did not accept him back. In or around July or August of 2019, HR told  
Plaintiff to stop going to the job site to ask for light duty work.

16 In or around the fall of 2019, another employee named Vincent Guzman received  
17 accommodations for his disability. Mr. Guzman was in his 20s or 30s. At that time, Plaintiff  
was 52 years old.

18 Upon learning that his co-worker was accommodated while he was repeatedly told that  
19 there was no work for him, Plaintiff returned to work and complained to his managers about  
20 this injustice. Carlos replied to Plaintiff that "Brian did it," meaning that Brian, who was the  
plant manager, was the one that decided to accommodate Mr. Guzman and not Plaintiff.

21 Plaintiff reiterated that he was willing to do any type of work that was within his work  
22 restrictions, even if the job was to sweep the floors, which is what Defendant allowed Mr.  
23 Guzman to do. Carlos replied that they had "nothing" for Plaintiff, and that since they had  
Victor, they did not need Plaintiff. Victor, who was in his 30s and had minimal work  
experience, ultimately replaced Plaintiff.

24 In or around September of 2019, Plaintiff complained directly to Brian about the fact that  
25 Defendant was refusing to accommodate him. Brian replied "we didn't think you were going  
to come back." In other words, Defendant had already decided to terminate Plaintiff because

1 of his disability, his need for accommodation, his good-faith complaints and his worker's  
2 compensation claim.

3 In or around October or November of 2019, Plaintiff went back to work to get his personal  
4 belongings and noticed that his locker was broken in by another employee upon his  
5 supervisors' orders and all of its contents were gone. Plaintiff suspected that Defendant had  
6 no intention of accepting him back.

7 From April of 2019 until his termination on October 2, 2020, Plaintiff was told not to show up  
8 to work.

9 After going through several therapy sessions throughout summer until December of 2019,  
10 Plaintiff's shoulder and elbow specialist said that Plaintiff needed surgery. Plaintiff  
11 underwent surgery in July of 2020. Plaintiff then received physical therapy until November of  
12 2020.

13 From the time that the company was sold to Graphic Packaging International, the new  
14 management did not treat Plaintiff as an employee. GREIF Packaging omitted properly  
15 informing the buying company about Plaintiff's employment. Plaintiff was not informed that  
16 GREIF Packaging had sold the company or that it had posted a list of employees who  
17 wanted to work for the new company. Thus, Plaintiff was deprived of any opportunity to  
18 apply for a position with Graphic Packaging International on equal terms with the other  
19 employees.

20 On or around September 30, 2020, Plaintiff was fully capable of returning to work. Plaintiff  
21 went to the job site intending to resume his job duties. However, HR told him that all  
22 positions within the company were filled. Plaintiff was offered severance pay, compensation  
23 for approximately five weeks of work and other relevant paperwork. Plaintiff did not agree to  
24 any of the above. Plaintiff was then given a termination notice dated October 2, 2020.

25 Plaintiff was discriminated against because of his age and disability, and retaliated against  
26 for bringing a worker's compensation claim, making good-faith complaints and needing  
27 accommodations.

28 Plaintiff has suffered both economic and non-economic damages on a continuous and  
ongoing basis, including, costs, attorney's fees and interest as a result of Defendant's  
wrongful conduct.

1 VERIFICATION

2 I, **Gavril T Gabriel**, am the **Attorney** in the above-entitled complaint. I have read the  
3 foregoing complaint and know the contents thereof. The matters alleged are based  
4 on information and belief, which I believe to be true.

5 On August 15, 2022, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

7 **Downey, CA**



**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Keren Franco, am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is:

8255 Firestone Blvd., Suite 209  
Downey, CA 90241

On March 11, 2024, I served the foregoing document described as:

**AMENDMENT TO FIRST AMENDED COMPLAINT NAMING DOE 1 AS GREIF PACKAGING LLC.;**

on all interested parties in this action by placing [X] a true copy [ ] the original thereof enclosed in sealed envelope(s), at Downey, California, addressed as follows:

Danielle Hultenius Moore  
[dmoore@fisherphillips.com](mailto:dmoore@fisherphillips.com)  
**FISHER & PHILLIPS LLP**  
4747 Executive Drive, Suite 1000  
San Diego, California 92121

Ariella T. Onyeama  
[aonyeama@fisherphillips.com](mailto:aonyeama@fisherphillips.com)  
**FISHER & PHILLIPS LLP**  
444 South Flower Street, Suite 1500  
Los Angeles, California 90071

*Attorneys for Defendant, Graphic Packaging International, LLC served via Mail and Email*

Cory D. Catignani  
[cdcattignani@vorys.com](mailto:cdcattignani@vorys.com)  
**VORYS, SATER, SEYMOUR AND PEASE LLP**  
4675 MacArthur Court, Suite 700  
Newport Beach, CA 92660  
*Attorney for Defendant GREIF, INC. served via Email*

[X] **BY ELECTRONIC TRANSMISSION:** Pursuant to an agreement between the parties to accept service via electronic transmission, I transmitted a PDF version of this document by electronic mail to the party(s) identified on the attached service list using the e-mail address(es) indicated.

[X] **BY REGULAR MAIL:** I deposited such envelope in the mail at Downey, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Downey, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 11, 2024, at Downey, California.

*Keren Franco*

Keren Franco  
[kfranco@gtglaw.org](mailto:kfranco@gtglaw.org)

**PROOF OF SERVICE**